

67570

BOOK 120

MORTGAGE

518-2

Crane & Co., Inc., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas

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THIS INDENTURE, Made this 27th day of October, A. D. 19 58, between Beverly June Hurwitz-Friedman, formerly Beverly June Hurwitz, a single person of Douglas County, in the State of Kansas, of the first part, and Douglas County State Bank, a Corporation of Douglas County, in the State of Kansas, of the second part: WITNESSETH, That said party of the first part, in consideration of the sum of Three thousand and no DOLLARS, the receipt of which is hereby acknowledged, do es by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part, and Its ~~successors~~ assigns, all the following-described real estate, situated in Douglas County and State of Kansas to wit:

Beginning at a point twenty (20) feet North and thirty-three (33) feet West of the Southeast corner of the Northeast Quarter of Section one (1), Township thirteen (13), Range Nineteen (19) East of the 6th P. M. in Douglas County Kansas; thence West and parallel with the South line of said Northeast Quarter of Section one (1) one hundred thirty-two (132) feet thence North fifty-six (56) feet; thence East one hundred thirty two (132) feet; thence South fifty-six (56) feet to place of beginning in Douglas County Kansas

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said party of the first part has this day executed and delivered ONE certain promissory note in writing to said party of the second part, of which the following is a memorandum:

Date of Note	September 18, 1958
Amount of Note	\$3,000.00
Maturity of Note	September 18, 1959

This Mortgage is given to correct an error in the description of the original Mortgage dated September 18, 1958.

NOW, If said party of the first part shall pay or cause to be paid to said party of the second part; and its ~~successors~~ assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable; then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand, the day and year first above written.

Beverly June Hurwitz-Friedman
Beverly June Hurwitz-Friedman